



1. SERVICES AND TERM.

1.1. Pursuant to the SSA, SPIN TELECOM will provide the Services to Customer for the Service charges. Customer's signature on the Order Form constitutes its acknowledgement and agreement to be bound by the SSA. Capitalized terms are defined at the end of these Terms.

1.2. Each Service's Initial Term is indicated on the applicable Order Form and the Initial Term will begin as of the Service Date. Customer will be deemed to have accepted the Service as of the Service Date. At the end of the Initial Term, each Service ordered hereunder will renew for successive Renewal Terms equal in length to the Initial Term unless and until terminated as provided herein.

1.3. Each Service will be provided to the Service Location specified on the Order Form only. Any relocation of a Service shall be an amendment of such Service requiring the consent of both Parties. Customer may order additional Services or locations in North America through additional Order Forms, which will be governed by this SSA. Customer's account must be current in order to make changes to Services or order additional Services.

2. SERVICE CHARGES AND BILLING

2.1. Service charges are on the Order Form and do not include applicable Taxes unless so indicated. New services, upgrades of existing Services or relocations of an existing Service will result in additional fees and/or charges. If a prior Service location remains installed after a new Service location is installed, Customer will be responsible for Service charges for both Service locations until terminated as provided for each Service.

2.2. Invoices are sent monthly in advance. Customer agrees to pay all charges and applicable Taxes for the Service within thirty (30) days of the invoice date without counterclaim, set-off or deduction. A late charge shall be added to Customer's past due balance of the lesser of 1.5% per month or the maximum legal rate. SPIN TELECOM may change the specifications, Terms or charges for the Service for any upcoming Renewal Term by providing Customer at least sixty (60) days advance written notice. Customer agrees that its obligation to pay service charges and Taxes under this SSA shall survive the termination of the SSA.

2.3. Customers claiming tax exemption must provide SPIN TELECOM with a properly executed exemption form.

3. SERVICE USE AND INTERRUPTION.

3.1. Customer's use of SPIN TELECOM's Services or Network may only be for lawful purposes and must comply with SPIN TELECOM's AUP. Transmission of any material in violation of any law, regulation or the AUP is strictly prohibited. Access to other networks connected to SPIN TELECOM's Network must comply with such other networks' rules. Customers whose service location (as set forth on the Order Form) is a SPIN TELECOM-owned or carrier neutral data center may resell SPIN TELECOM's Dedicated Internet Access Service ordered in that location but not any other Service

offered in such location. Customers located in any other service location may not resell their Service, in whole or in part.

3.2. SPIN TELECOM's obligations and Customer's exclusive remedies for a delayed or failed installation of a Service or the failure of SPIN TELECOM's Network or any Service are stated in the SPIN TELECOM SLA.

4. TERMINATION, RESTRICTION OR SUSPENSION.

4.1. Prior to the Service Date, SPIN TELECOM may terminate the SSA if not approved by SPIN TELECOM corporate management (including credit check). SPIN TELECOM also may restrict, suspend or terminate the SSA, Customer's use of or access to any Service, or both, at any time if (a) Customer is in material breach of the SSA (including but not limited to the AUP) and, in SPIN TELECOM's sole judgment, an immediate restriction or suspension is necessary to protect the SPIN TELECOM Network or SPIN TELECOM's ability to provide services to other customers; or (b) Customer's account is unpaid sixty (60) days after date of invoice; or (c) SPIN TELECOM facilities at Customer's location are unavailable, (i.e., no connectivity and building access).

4.2. Either Party may terminate the SSA: (a) at the end of an Initial Term or at the end of a Renewal Term by providing the other Party with at least thirty (30) days prior written notice (notices provided during a monthly Renewal Term will not be effective until the end of the next month (i.e., notice received April 20th is effective June 1st); or (b) except as otherwise stated herein, during an Initial Term or Renewal Term if the other Party breaches any material term or condition of this SSA and fails to cure such breach within thirty (30) days after receipt of written notice of the same. All termination notices by Customer must be sent separately for each Service (including terminating one Service location after a Service is switched to a new Service location) and must be sent to spin18@spin18.com.br

4.3. If a Service is terminated prior to the Service Date, Customer shall pay SPIN TELECOM for all Initial Costs for such Service. If the Service is terminated after the Service Date, Customer shall pay SPIN TELECOM (a) for the Service up through the date of termination; and (b) except in the case of termination by Customer as provided in Section 4.2 above, or by SPIN TELECOM due to loss of connectivity or building access at Customer's building(s) under Section 4.1(c) above, the Initial Costs (unless already paid) and the Termination Charge. Customer acknowledges that because actual damages to SPIN TELECOM caused by early termination of a Service order are uncertain and would be difficult to determine, the Termination Charge is a reasonable liquidated damage and is not a penalty. Any reconnections of the Service shall result in additional reconnection charges to Customer at SPIN TELECOM's then-prevailing rates.

4.4. If Customer defaults in any of its payment obligations under the SSA, Customer agrees to pay SPIN TELECOM's reasonable expenses, including but not limited to legal and collection agency fees, incurred by SPIN TELECOM in enforcing its rights.

5. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY.

5.1. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN OR IN THE SLA, THE SERVICES ARE PROVIDED "AS IS," AND NEITHER SPIN TELECOM NOR ANY OF ITS PROVIDERS, LICENSORS, OFFICERS, EMPLOYEES, OR AGENTS MAKES ANY WARRANTY, CONDITION OR GUARANTEE WITH

RESPECT TO THE SERVICES OR AS TO THE RESULTS TO BE OBTAINED FROM THE USE OF THE SERVICES, UNDER THIS SSA OR OTHERWISE. THE SERVICES ARE PURCHASED WITH KNOWLEDGE OF THIS WARRANTY LIMITATION. SPIN TELECOM EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS OR GUARANTEES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT, SATISFACTORY QUALITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE. SPIN TELECOM DOES NOT MONITOR, AND DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR, THE CONTENT OF ANY COMMUNICATION TRANSMITTED BY CUSTOMER OR OTHERS, AND DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR UNAUTHORIZED USE OR MISUSE OF THE SERVICES.

5.2. WITHOUT PREJUDICE TO OR LIMITING OF SPIN TELECOM'S RIGHT TO RECEIVE PAYMENT FOR SERVICES, SPIN TELECOM'S ENTIRE LIABILITY FOR ALL CLAIMS OF WHATEVER NATURE (INCLUDING CLAIMS BASED ON NEGLIGENCE) ARISING OUT OF THIS AGREEMENT AND ALL OTHERS BETWEEN CUSTOMER AND SPIN TELECOM, AND THE PROVISION BY SPIN TELECOM OF FACILITIES, TRANSMISSION, DATA, SERVICES OR EQUIPMENT INCLUDING, BUT NOT LIMITED TO, DAMAGE TO REAL/PERSONAL PROPERTY, SHALL NOT EXCEED THE LESSER OF (A) THE AMOUNT PAID BY CUSTOMER FOR THE SERVICE AT ISSUE IN THE PRIOR SIX (6) MONTHS TO THE ACTION GIVING RISE TO THE CLAIM, OR (B) ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) IN TOTAL; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATIONS SHALL NOT APPLY FOR DEATH OR PERSONAL INJURY CAUSED BY SPIN TELECOM, OR FOR ANY OTHER LIABILITY WHICH MAY NOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

5.3. CUSTOMER RECOGNIZES THAT THE INTERNET CONSISTS OF MULTIPLE PARTICIPATING NETWORKS THAT ARE SEPARATELY OWNED AND NOT SUBJECT TO SPIN TELECOM'S CONTROL. CUSTOMER AGREES THAT SPIN TELECOM SHALL NOT BE LIABLE FOR DAMAGES INCURRED OR SUMS PAID WHEN THE SERVICES ARE TEMPORARILY OR PERMANENTLY UNAVAILABLE DUE TO MALFUNCTION OF, OR CESSATION OF, INTERNET SERVICES BY NETWORK(S) OR INTERNET SERVICE PROVIDERS NOT SUBJECT TO SPIN TELECOM'S CONTROL, OR FOR TRANSMISSION ERRORS IN, CORRUPTION OF, OR THE SECURITY OF CUSTOMER INFORMATION CARRIED ON SUCH NETWORKS OR INTERNET SERVICE PROVIDERS. SPIN TELECOM SHALL HAVE NO LIABILITY HEREUNDER FOR DAMAGES INCURRED OR SUMS PAID DUE TO ANY FAULT OF CUSTOMER OR ANY THIRD PARTY, OR BY ANY HARMFUL COMPONENTS (SUCH AS COMPUTER VIRUSES, WORMS, COMPUTER SABOTAGE, AND 'DENIAL OF SERVICE' ATTACKS). SPIN TELECOM IS NOT LIABLE FOR ANY BREACH OF SECURITY ON THE CUSTOMER'S NETWORK, REGARDLESS OF WHETHER ANY REMEDY PROVIDED IN THIS SSA FAILS OF ITS ESSENTIAL PURPOSE. WITHOUT LIMITING THE FOREGOING, CUSTOMER AGREES THAT IT WILL NOT HOLD SPIN TELECOM RESPONSIBLE FOR (A) THIRD PARTY CLAIMS AGAINST CUSTOMER FOR DAMAGES, (B) LOSS OF OR DAMAGE TO CUSTOMER'S RECORDS OR DATA OR THOSE OF ANY THIRD PARTY, OR (C) LOSS OR DAMAGE TO CUSTOMER

ASSOCIATED WITH THE INOPERABILITY OF CUSTOMER'S EQUIPMENT OR APPLICATIONS WITH ANY COMPONENT OF THE SERVICES OR THE SPIN TELECOM NETWORK. CUSTOMER AGREES TO MAKE ALL CLAIMS RELATED TO THE SERVICES DIRECTLY AGAINST SPIN TELECOM, AND WAIVES ANY RIGHT TO RECOVER DAMAGES (DIRECTLY OR BY INDEMNITY) RELATED TO THE SERVICES BY CLAIMING AGAINST OR THROUGH A THIRD PARTY TO THIS SSA.

5.4. NEITHER SPIN TELECOM NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING, DELIVERING (INCLUDING SUSPENDING OR DISCONTINUING SERVICES) OR SUPPORTING THE SERVICES SHALL BE LIABLE TO CUSTOMER, ANY REPRESENTATIVE, OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE SERVICES OR INABILITY TO USE THE SERVICES, INCLUDING, WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT OR TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE).

5.5. NO ACTION OR PROCEEDING AGAINST SPIN TELECOM MAY BE COMMENCED BY THE CUSTOMER MORE THAN ONE (1) YEAR AFTER THE LAST DAY ON WHICH THE SERVICE WHICH IS THE BASIS FOR THE ACTION IS RENDERED, AND CUSTOMER ACKNOWLEDGES THAT THIS LIMITATION CONSTITUTES AN EXPRESS WAIVER OF ANY RIGHTS UNDER ANY APPLICABLE STATUTE OF LIMITATIONS WHICH WOULD OTHERWISE AFFORD ADDITIONAL TIME FOR SUCH A CLAIM.

6. INDEMNITY.

6.1. Customer will indemnify, defend and hold harmless SPIN TELECOM and its directors, officers, employees, affiliates, and its agents and subcontractors from and against any claims, suits, actions, and proceedings from any and all third parties, and for payment of any Losses, to the extent such Losses arise (a) as a result of violation of the AUP or any applicable law or regulation; (b) from any and all claims by any of Customer's customers or other third party end users in connection with a Service (including, without limitation, any claims regarding content transmitted using a Service or violation of data protection legislation), regardless of the form of action, whether in contract, tort, warranty, or strict liability; provided, however, that Customer will have no obligation to indemnify and defend SPIN TELECOM against claims for damages for bodily injury or death caused by SPIN TELECOM's gross negligence or willful misconduct; or (c) from claims of copyright infringement and all manner of intellectual property claims, defamation claims, claims of publication of obscene, indecent, offensive, racist, unreasonably violent, threatening, intimidating or harassing material, and claims of infringement of data protection legislation, to the extent such Losses are based upon (i) the content of any information transmitted by Customer or by any of Customer's customers or authorized end users, (ii) the use and/or publication of any and all communications or information transmitted by Customer or by any of Customer's customers or authorized end users, or (iii) the use of Service(s) by Customer in any manner inconsistent with the terms of this SSA, including without limitation the AUP.

7. ADDITIONAL PROVISIONS.

7.1. Except as to payment obligations of Customer, neither Party shall have any claim or right against the other Party for any failure of performance due to Force Majeure.

7.2. Neither Party is the agent or legal representative of the other Party, and this SSA does not create a partnership, joint venture or fiduciary relationship between SPIN TELECOM and Customer. Neither Party shall have any authority to agree for or bind the other Party in any manner whatsoever. This SSA confers no rights, remedies, or claims of any kind upon any third party, including, without limitation, Customer's subscribers or end-users. 7.3. This SSA for Service is made pursuant to and shall be construed and enforced in accordance with the laws of the District of Columbia without regard to its choice of law principles. Any action arising out of or related to this SSA shall be brought in the District or Federal courts located in the District of Columbia, and Customer consents to the jurisdiction and venue of such courts.

7.4. Notices, if required, must be sent in writing by e-mail, courier or first class mail (postage prepaid) to the appropriate contact point listed on the Order Form, and are considered made when received at that address; provided, that termination notices to SPIN TELECOM must be sent in accordance with Section 4.2 above. In the event of an emergency, SPIN TELECOM may only be able to provide verbal notice first; such verbal notice will be followed by written notice. Customer is responsible for accuracy of its information on the Order Form, including points of contact.

7.5. Customer may not assign this SSA without SPIN TELECOM's prior written consent, which consent shall not unreasonably be withheld. Any such assignment without SPIN TELECOM's prior written consent shall be void.

7.6. Without limiting any other obligation which expressly survives the expiration or prior termination of the term of the SSA, the expiration or prior termination of the term of the SSA shall relieve both Parties of any further obligations hereunder, except with respect to the Sections 2, 3, 4.3, 4.4 and 5 through 7, which shall survive any expiration or termination of these Terms.

7.7. If (but only if) required by SPIN TELECOM's or Customer's agreement with Customer's Landlord: (a) any cessation or interruption in SPIN TELECOM's Service does not constitute a default or constructive eviction by Customer's Landlord, and (b) Customer agrees to waive and release Landlord and its related parties from any liability in connection with any damages whatsoever incurred by Customer, including lost revenues, which arise, or are alleged to arise, out of any interruption of or defect in the SPIN TELECOM Service, REGARDLESS OF WHETHER SUCH INTERRUPTION OR DEFECT IS CAUSED BY THE ORDINARY NEGLIGENCE (BUT NOT THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF A RELEASED PARTY.

7.8. The SPIN TELECOM Network is owned by SPIN TELECOM, or its licensors, and is protected by copyright and other intellectual property laws. Customer agrees that title to and ownership of the Services, in any form, shall at all times and in any event be held exclusively by SPIN TELECOM. Customer shall be entitled to only such rights with respect to the Services as are specifically granted herein.

7.9. This SSA and such other written agreements, documents and instruments as may be executed in connection herewith are the final, entire and complete agreement between Customer and SPIN TELECOM and supersede all prior and contemporaneous negotiations and oral representations and agreements, all of which are merged and integrated into this SSA. No purchase order or similar document provided by Customer to SPIN TELECOM shall be of any force and effect. Amendments to the SSA or any Service shall be in writing and signed by both Parties.

7.10. This SSA and any Addendum thereto may be executed in one or more counterparts all of which taken together shall constitute one and the same instrument. DEFINITIONS AUP SPIN TELECOM's Acceptable Use Policy as posted by SPIN TELECOM at www.spin18.com.br.

SPIN TELECOM reserves the right to amend its AUP at any time, effective upon posting on the SPIN TELECOM website.

SPIN TELECOM LLC and SPIN18 or its subsidiaries or affiliates.

SPIN TELECOM Network The telecommunications network and network components owned, operated or controlled by SPIN TELECOM, including SPIN TELECOM's fiber backbone, metropolitan fiber networks, any equipment connected to such fiber, and the software, data and know-how used by SPIN TELECOM to provide the Services. Where SPIN TELECOM services a building through its own facilities, the SPIN TELECOM Network includes those facilities. The SPIN TELECOM Network does not include customer premises equipment, customer-ordered telephony circuits, and any networks or network equipment not operated and controlled by SPIN TELECOM.

Customer, Customer identified in the attached Order Form.

SSA The entire Customer Subscriber Agreement between SPIN TELECOM and Customer for provision of the Service, consisting of, in order of priority, the Order Form, any addendum between the Parties, the Terms, the applicable product rider and the SLA. **Equipment** Customer's equipment, if any. **Force Majeure Causes** beyond a Party's control, including but not limited to: acts of God; fire; explosion; vandalism; cable cut; storm; flood or other similar occurrences; any law, order, regulation, direction, action or request of any government, including federal, state, provincial, municipal and local governments claiming jurisdiction over a Party or the Service, or of any department, agency, commission, bureau, corporation, or other instrumentality of any such government, or of any civil or military authority; national emergencies; unavailability of materials or rights-of-way; insurrections; riots, terrorist acts or wars (declared/undeclared); or strikes, lock-outs, work stoppages, or other labor difficulties, supplier failures, shortages, breaches or delays. **Initial Costs** Greater of (a) installation fees (if not paid); or (b) all third-party costs and charges incurred by or charged to SPIN TELECOM on behalf of Customer for the Service, including but not limited to local loop fees, cross-connect charges, and wiring fees. **Initial Term** Initial length of term for the Services as indicated on the Order Form. **Landlord** Customer's landlord, building owner or property/telecom manager. **Losses** Costs, fees, liabilities, losses, damages or penalties, including reasonable legal fees. **Order Form** Cover form to which these Terms are attached, identifying the specific Service(s) to be delivered. **Party or Parties** SPIN TELECOM and/or Customer. **Renewal Term** Subsequent length of term for the Services after completion of the Initial Term. **Service(s)** Bandwidth services provided by SPIN TELECOM under the Customer Subscriber Agreement. **Service Date** Earlier of date on which (a) SPIN TELECOM notifies Customer that the Service is available for Customer's use at either the SPIN TELECOM-defined demarcation point or last-available test point; or (b) Customer first uses the Service or the SPIN TELECOM Network. **The Requested Service Date** on the Order Form is the earliest date on which Customer is willing to accept SPIN TELECOM Service. SPIN TELECOM does not guarantee that the Service will be installed on the Requested Service Date. **SLA** The Service Level Agreement as posted by SPIN TELECOM at www.SPIN18.com.br for Customer's Service(s).

SPIN TELECOM reserves the right to amend the SLA at any time, effective upon posting on the SPIN TELECOM website. **Space Rented** rack space from SPIN TELECOM, if any. **Tax or Taxes** All taxes arising in any jurisdiction, including without

limitation all: sales, use, excise, gross receipts, value added, access, bypass, franchise, telecommunications, property (for co-location customers), consumption, or other taxes, fees, duties, charges or surcharges (however designated) which are imposed on or based on the provision, sale or use of the Service(s), including such taxes imposed directly on SPIN TELECOM or for which SPIN TELECOM is permitted to invoice Customer in connection with SPIN TELECOM's performance under the SSA. Taxes do not include SPIN TELECOM's income taxes. Termination Charge Single payment equal to the total remaining dollar value of the applicable Service order through the Initial Term or Renewal Term, as applicable.

Terms Terms and conditions that apply to the Services SPIN TELECOM provides to Customer.